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**PARTICIPATION AGREEMENT No. X/201X-201X+1**

**to postgraduate traineeship within the ERASMUS+ programme, between countries involved in the ERASMUS+ programme**

entered into, on the day, month and year specified below, in accordance with the relevant provisions of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended

and

(hereinafter the “Agreement”)

by and between

1. **Brno University of Technology**, Id. No.: 00216305, with its seat at: Antonínská 548/1, 60190, Brno;

a public higher education institution established by Act No. 111/1998 Coll.; Erasmus ID code: CZ BRNO01 (hereinafter the “Home Institution” or the “Brno University of Technology”)

which, for the purposes of this Agreement, is represented on the basis of a power of attorney by:

name and position of the authorised coordinator of FRD of the BUT Rectorate, e-mail, telephone

and

1. **a graduate of the Brno University of Technology: (hereinafter the “Mobility Participant” or the “Graduate”)**

|  |  |
| --- | --- |
| Name and surname: |  |
| BUT personal number: |  |
| Sex: |  |
| Nationality: |  |
| Faculty: |  |
| Field of study: |  |
| Degree of finished studies: |  |
| Date of Final state examination: |  |
| Permanent address: |  |
| Date of birth: |  |
| Telephone: |  |
| E-mail: |  |

The above parties hereby agree on the below terms and conditions and annexes which form integral part of this Agreement.

ARTICLE 1: SPECIFICATION OF POSTGRADUATE TRAINEESHIP

|  |  |
| --- | --- |
| Name of the host organisation: |  |
| Erasmus ID code:[[1]](#footnote-1) |  |
| City, country: |  |
| Beginning of stay: |  |
| End of stay: |  |
| Number of days:[[2]](#footnote-2) |  |

**ARTICLE 2: PURPOSE OF THE AGREEMENT**

1. The purpose of this Agreement is to set obligations of both parties following from the implementation of a postgraduate traineeship abroad within the Erasmus+ Key Action 1 programme.
2. By virtue of this Agreement, the Mobility Participant agrees to undertake a postgraduate traineeship abroad specified in Article 1 and in doing so fulfil the Traineeship Agreement (Annex C).
3. By virtue of this Agreement, the Brno University of Technology agrees to provide to the Mobility Participant financial support specified in Article 4.1 and in Annex A hereto.
4. The Mobility Participant declares that he/she is aware of and meets the **Conditions of Erasmus+ Programme for Postgraduate Traineeship** the applicable wording of which forms Annex to **Guidance No. 8/2018** and is published at the website of Brno University of Technology.[[3]](#footnote-3)

**ARTICLE 3: AUTHORISED ACTIVITIES**

1. During the traineeship, the Mobility Participant is authorised to engage in a postgraduate field-relevant **working experience in a scope corresponding to a full-time employment** at the host organisation (hereinafter also the “Company”) in compliance with the **Conditions of Erasmus+ Programme for Postgraduate Traineeship.**
2. Authorised activities may take place in the period from **1 June 201X** **to 30 September 201X+1.**

**ARTICLE 4: PROGRAMME FUNDING**

1. The Mobility Participant shall receive financial support from the Erasmus+ programme funds for the period from X/Y/ 201X to X/Y/ 201X, i.e. X days of stay in the total amount of **EUR XXXX.**
2. The financial support includes/does not include[[4]](#footnote-4) support for students with special needs. Reimbursement of costs arising in connection to support of participants with special needs shall be based on documents provided by the participants.
3. Financial support shall be paid by wire transfer to an account specified and confirmed by the Mobility Participant in the BUT Information System in instalments specified in Annex A hereto.
4. The Participant shall receive the first advance payment of financial support pursuant to Annex A (in the amount of at least 70% of the advance payment for semester) not later than within 30 days of execution hereof by both parties; he/she shall receive the support on the day of commencement of the mobility at the latest. Exceptionally, later advance payment may be authorised if the student fails to provide required documents sufficiently in advance before mobility or some other demonstrably unforeseeable circumstance occurs on the part of any of the parties, which would inevitably lead to this.
5. The Participant shall receive **80% of the overall allocated financial support** based on advance instalments stipulated in Annex A. Submission of reports pursuant to Article 9 hereof shall be considered request for payment of the **20% of the overall allocated financial support**. The Home Institution has 45 calendar days to make the balance payment.
6. The amount of financial support shall be governed by the **table of flat-rate amounts for 30 days of stay** of the Erasmus+ programme for the current year, which is available for download at the website of the Brno University of Technology.
7. The Mobility Participant declares that the provided financial support shall not be used to pay costs that have been already covered from other EU events/programmes. With this exception, the financial support is compatible with any other source of funding including income that the Participant may gain by working beyond the scope of his/her traineeship.

**ARTICLE 5: INSURANCE**

1. The Mobility Participant expressly declares and confirms by execution hereof that he/she has been acquainted with the question of health insurance by the Home Institution in relation to his/her postgraduate traineeship.
2. The Mobility Participant agrees to take out the following insurances for the period of the postgraduate traineeship:
3. insurance of medical expenses valid for the target country
4. accident insurance in case of injury at the workplace
5. third-party liability insurance for damage caused within the performance of working tasks during the traineeship.

**ARTICLE 6: ACADEMIC RECOGNITION OF THE TRAINEESHIP**

1. The Home Institution agrees to retrospectively issue, upon request, a confirmation of participation in a traineeship to the Participant or to enter the traineeship in the Europass document.

**ARTICLE 7: ONLINE LANGUAGE SUPPORT**

1. The Mobility Participant agrees to undergo on-line evaluation of his/her language skills before the start of the mobility and at its end or on dates agreed upon with the Home Institution in case the working language of the postgraduate traineeship is one of the official languages of the European Union supported by the OLS tool. The Participant must immediately inform the Home Institution if he/she is not able to perform the on-line evaluation for any reason and the Home Institution shall provide assistance for the purpose of solving the issue.
2. The above obligation does not apply to native speakers of equivalent based on a definition given in the Conditions of Erasmus+ Programme for Postgraduate Traineeship.
3. The Mobility Participant may participate in an on-line language course taught in the language of instruction on the basis of a licence for the purpose of preparation on a stay abroad. If the Participant is given access to the course, he/she shall make every effort to make the most out of the service. The Mobility Participant shall immediately, prior to registering for the course for the first time, inform the Home Institution if he/she is unable to participate in this course for objective reasons.

ARTICLE 8: PARTICIPANT’S OBLIGATIONS DURING STAY

1. The Mobility Participant is obliged to:
2. fulfil the agreed work plan in the host organisation
3. ensure that any changes of the work plan are approved by both the Home Institution and the host organisation in writing, in the same way in which the original work plan was approved.
4. immediately report early termination of the postgraduate traineeship in the host organisation to the relevant BUT faculty and the Foreign Relations Department of the BUT Rectorate.
5. In case of an application for extension of stay, to apply in writing using the relevant form (Extension of Erasmus+ Traineeship) which must be approved by the Home Institution and the host organisation not later than 30 days before the end of the original duration of the traineeship. Applications sent after this deadline shall not be taken into account.
6. The Mobility Participant agrees that in the middle of the agreed duration of the stay, he/she shall submit to the Foreign Relations Department of the BUT Rectorate an interim report on his/her activities at the host organisation in the length of 1 A4 page.

ARTICLE 9: SUBMITTING REPORTS FOLLOWING THE END OF THE TRAINEESHIP

1. The Mobility Participant agrees to submit

the following documents to the Foreign Relations Department of the BUT Rectorate following the end of the postgraduate traineeship:

1. Original counterpart of a Traineeship Certificate, the form of which is available on the website of the Brno University of Technology. This document contains confirmation of the host organisation on the actual duration of the traineeship, list of achieved results and evaluation of work. The Mobility Participant shall submit this within 15 days of the end of traineeship.
2. Final report from the traineeship in an on-line application of the European Commission (EU Survey)

The Mobility Participant will receive access to this report to his/her contact e-mail specified in this Agreement. Furthermore, the Mobility Participant will fill in the final report and send it within 15 days of receipt of notification to fill in the report.

ARTICLE 10: RETURN OF ALLOCATED FINANCIAL SUPPORT

1. The Mobility Participant agrees that BUT may request:
2. returning of a proportional part of the financial support in case of shortening of the traineeship by over 5 days; the Mobility Participant’s claim for an actual duration of the traineeship shall be recognised, all remaining funds must be returned by him/her.
3. return of the entire allocated financial support or a proportional part thereof in case the Mobility Participant fails to fulfil the approved work plan.
4. return of the entire allocated financial support in case any of the parties withdraw from this Agreement.
5. return of the entire allocated financial support or proportional part thereof in case the documents and obligations set out in Article 7, 8 and 9 hereof are not submitted or fulfilled within the set deadline.
6. return of the entire allocated financial support or proportional part thereof in case any obligation following from this Agreement is not fulfilled.
7. The Home Institution shall assess the circumstances that might have arisen for the Mobility Participant and will determine the amount that the Mobility Participant will be obliged to return.
8. The above provisions of paragraphs b), e) and f) shall not apply in case the Authorised Recipient was prevented from duly fulfilling his/her obligations by a *force majeure*, i.e. demonstrably unforeseeable and exceptional event or circumstance which he/she could not have affected and which was not caused by his/her error or negligence and which he/she immediately reported to the Erasmus+ programme co-ordinators at the home faculty and to the Foreign Relations Department of the BUT Rectorate. Furthermore, the Participant acknowledges that events of *force majeure* must be approved by the National Agency (DZS); otherwise, the Home Institution will presume it is not a *force majeure* event.

ARTICLE 11: GOVERNING LAW

1. The provision of financial support is governed by terms and conditions of this Agreement, applicable rules of the European Union and, in conformity with the principle of subsidiarity, also by the laws of the Czech Republic. BUT and the Mobility Participant may initiate court proceedings with respect to the decisions of the other party regarding use of the relevant provisions of the Agreement and the regime of its performance before a civil court.

ARTICLE 12: FINAL PROVISIONS

1. The Mobility Participant acknowledges that personal data specified in this Agreement shall be processed within the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council and may be transferred abroad by the host organisation.
2. This Agreement enters into force on the date of execution by both parties.
3. This Agreement may be changed only by written consecutively numbered amendments executed by both parties.
4. The following annexes form an integral part of this Contract:
* Annex A: Granting of Financial Support
* Annex B: General Terms and Conditions
* Annex C: Traineeship Agreement
* Annex D: Conditions of Erasmus+ Programme for Postgraduate Traineeships5
* Annex E: Erasmus+ Student Charter[[5]](#footnote-5)
1. This Agreement has been drawn up in two counterparts, of which each party shall obtain one counterpart. The parties have read this Agreement, understand its contents and in witness of their consent, they affix their signatures on the below-specified date.

In Brno, on: In Brno, on:

For BUT, based on a power of attorney: Mobility Participant

Annex B: GENERAL TERMS AND CONDITIONS

ARTICLE 1 – LIABILITY FOR DAMAGE

A party shall relieve the other party from liability for any damage which it incurs by itself or which is incurred by its employees as a consequence of performance of this Agreement, provided the damage was not caused by severe and intentional error of the second party or its employees.

The National Agency (DZS), the European Commission or their employees shall not be liable for any damage caused during the traineeship whose compensation would be claimed within this Agreement. The National Agency (DZS) and the European Commission do not deal with any applications for compensation for damage related to such claims.

ARTICLE 2 – TERMINATION OF THE AGREEMENT

If the Participant fails to fulfil his/her contractual obligations, the Home Institution is authorised to withdraw from the Agreement regardless of the consequences, which are stipulated by the applicable legal regulations. The Agreement terminates by delivering a written counterpart of withdrawal from the Agreement to the Participant. Following termination of the Agreement, the Participant is obliged to return the entire amount of allocated financial support to the Home Institution. The Home Institution is entitled to enter into an Agreement with the Participant that in this case, the Participant is only obliged to return a portion of the allocated financial support to the Home Institution.

In case the Participant terminates the Agreement sooner than on the day stipulated in the Agreement, he/she is obliged to return the entire amount of the allocated financial support The Home Institution is entitled to enter into an Agreement with the Participant that in this case, the Participant is only obliged to return a portion of the allocated financial support to the Home Institution.

In case of termination of the agreement by the Participant due to *force majeure*, i.e. an unforeseeable exceptional situation or event which the Participant is unable to influence and which was not caused due to his/her error or negligence, the Participant is entitled to receive a scholarship in an amount corresponding to the actual length of the traineeship. He/she is obliged to return all remaining funds.

ARTICLE 3 – PROTECTION OF PERSONAL DATA

All personal data contained in the Agreement shall be processed in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. This data is processed exclusively in connection with the performance of the Agreement and subsequent measures by the Home Institution, the National Agency (DZS) and the European Commission, without prejudice to the possibility to transfer the data to authorities responsible for inspections and audits in accordance with the legal regulations if the European Union (the European Court of Auditors or the European Anti-Fraud Office).

Apart from withdrawing his/her consent, the Participant as a data subject has the right to request from the personal data controller (hereinafter the “Data Controller”) information on processing of his/her personal data, their rectification or erasure and restriction of processing, as well as the right to object to processing and the right to portability of personal data.

The Participant shall address all questions regarding the processing of his/her personal data to the Home Institution and/or the National Agency (DZS). A complaint against processing of his/her personal data regarding the use of this data by the Home Institution or the National Agency (DZS) may be lodged by the Participant with the Office for Personal Data Protection; a complaint against processing of their personal data regarding the use of said data by the European Commission may be lodged by the Participant with the European Data Protection Supervisor.

ARTICLE 4 – INSPECTIONS AND AUDITS

For the purposes of control of proper course of the traineeship and proper performance hereof, the parties agree to provide the European Commission, the National Agency (DZS) or other external body authorised by the European Commission or the National Agency (DZS) with any detailed information they request.

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1. 1. In case of traineeship at a higher education institution or higher vocational school. [↑](#footnote-ref-1)
2. 1. Determined as a sum of days between the first and the last day of stay pursuant to the E30/360 system using a calculator available at the website of the Brno University of Technology. [↑](#footnote-ref-2)
3. https://www.vutbr.cz/studenti/staze/prakticke/erasmus [↑](#footnote-ref-3)
4. valid value to be added [↑](#footnote-ref-4)
5. Available at: https://www.vutbr.cz/studenti/staze/prakticke [↑](#footnote-ref-5)